

The Management Board of Feerum S.A. with its registered office in Chojnów ("the Issuer") announces that on 5 February 2024 the Issuer received a signed, by circulation, agreement dated 29 January 2024 ("the **Agreement**") with Adam Dąbek, an entrepreneur conducting business under the name Adam Dąbek WAVE in Nowy Dwór Mazowiecki ("**the Principal**"). The subject of the Agreement is the manufacture, delivery, installation and commissioning of a storage and drying facility by the Issuer.

The storage and drying facility will be located in Borowe-Gryki. The Issuer undertook to complete the object of the agreement by 31 December 2024.

The Ordering Party shall pay the Issuer remuneration under the Agreement in the total amount of PLN 11,808,000.00 gross (i.e. PLN 9,600,000.00 net) (the "**Remuneration**") as follows: (i) the amount of PLN 2,372,806.08 gross (i.e. PLN 1,929,110.64 net) shall be payable in connection with the production of a specific batch of goods after the conclusion of the Agreement, (ii) up to 90% of the Remuneration (including the amount indicated in (i) above) shall be payable in parts as part of the progress of work, based on monthly progress protocols; (iii) the remaining 10% of the Remuneration shall be paid after final acceptance.

Until such time as the Purchaser has paid the full amount of the part of the Remuneration referred to in (i) above, the lot to which it relates shall be subject to a lien securing such payment.

The Issuer granted the Ordering Party a 24-month warranty for the supplied equipment, commencing upon final acceptance, with a delay in payment of the full amount of the Remuneration of more than 60 days resulting in the loss of the warranty. The parties also agreed on the terms, including the terms of additional payments, for the Issuer's periodic warranty and post-warranty inspections.

The Agreement provides for the right of either party to withdraw from the Agreement in cases of the other party's failure to implement the provisions of the Agreement, as specified in the Agreement, but no later than 31 August 2024.

The Issuer's liability for damages, both contractual and tortious, in respect of the damage actually incurred by the Ordering Party has been limited to an amount equivalent to 5% of the net value of the Agreement. The parties excluded the Issuer's liability for lost profits.

The other terms and conditions of the Agreement do not differ from those commonly used in this type of contract.